

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

CHARLES KAO,

Plaintiff,

v.

Civil Action No. 8:19-cv-03185

**SPRINT COMMUNICATIONS
COMPANY L.P., I. C. SYSTEM, INC., and
TRANS UNION LLC,**

Defendants.

**DEFENDANT I.C. SYSTEM, INC.'S
ANSWER TO PLAINTIFF'S COMPLAINT**

Defendant I.C. System, Inc. ("ICS") files its Answer against Plaintiff Charles Kao ("Plaintiff") as follows:

INTRODUCTION

1. ICS denies Paragraph 1 as it applies to ICS. ICS lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 1; therefore, it denies the same.

PARTIES

2. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 2; therefore, it denies the same.

3. ICS admits that at times it acts as a debt collector as defined by the FDCPA and the MDCA, but ICS lacks knowledge or information sufficient to form a belief as to whether it acted as a debt collector as defined by the FDCPA and the MDCA in this case. ICS admits that at times it acts as a furnisher as defined by the FCRA, but ICS lacks knowledge or information sufficient to form a belief as to whether it acted as a furnisher as defined by the FCRA in this

case. ICS admits that it is headquartered in Minnesota and that at times it conducts business in Maryland.

4. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 4; therefore, it denies the same.

JURISDICTION AND VENUE

5. ICS admits that at times it transacts business in Maryland. ICS lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 5; therefore, it denies the same.

6. ICS admits that at times it transacts business in Montgomery County, Maryland. ICS lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 6; therefore, it denies the same.

STATEMENT OF FACTS

7. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 7; therefore, it denies the same.

8. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 8; therefore, it denies the same.

9. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 9; therefore, it denies the same.

10. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 10; therefore, it denies the same.

11. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 11; therefore, it denies the same.

12. ICS admits it sent a letter stating Plaintiff owed \$6,679.61. ICS lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 12; therefore, it denies the same.

13. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 13; therefore, it denies the same.

14. ICS admits the April 11, 2019 letter states that the account information was scheduled to be reported.

15. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 15; therefore, it denies the same.

16. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 16; therefore, it denies the same.

17. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 17; therefore, it denies the same.

18. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 18; therefore, it denies the same.

19. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 19; therefore, it denies the same.

20. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 20; therefore, it denies the same.

21. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 21; therefore, it denies the same.

COUNT I

22. ICS incorporates the foregoing paragraphs as though fully set forth herein.

23. ICS denies Paragraph 23 as an incomplete and/or inaccurate statement of law.

24. ICS denies Paragraph 24.

25. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 25; therefore, it denies the same.

26. ICS denies Paragraph 26.

27. ICS denies Paragraph 27 as an incomplete and/or inaccurate statement of law.

28. ICS denies Paragraph 28.

29. ICS denies Paragraph 29.

COUNT II

30. ICS incorporates the foregoing paragraphs as though fully set forth herein.

31. ICS denies Paragraph 31.

32. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 32; therefore, it denies the same.

33. ICS denies Paragraph 33.

34. ICS denies Paragraph 34.

35. ICS denies Paragraph 35.

COUNT III

36. ICS incorporates the foregoing paragraphs as though fully set forth herein.

37. ICS denies Paragraph 37 as an incomplete and/or inaccurate statement of law.

38. ICS denies Paragraph 38 as an incomplete and/or inaccurate statement of law.

39. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 39; therefore, it denies the same.

40. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 40; therefore, it denies the same.

41. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 41; therefore, it denies the same.

42. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 42; therefore, it denies the same.

43. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 43; therefore, it denies the same.

44. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 44; therefore, it denies the same.

45. ICS denies Paragraph 45 as an incomplete and/or inaccurate statement of law.

46. ICS denies Paragraph 46 as an incomplete and/or inaccurate statement of law.

47. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 47; therefore, it denies the same.

COUNT IV

48. ICS incorporates the foregoing paragraphs as though fully set forth herein.

49. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 49; therefore, it denies the same.

50. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 50; therefore, it denies the same.

51. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 51; therefore, it denies the same.

COUNT V

52. ICS incorporates the foregoing paragraphs as though fully set forth herein.

53. ICS lacks knowledge or information sufficient to form a belief about the truth of Paragraph 53; therefore, it denies the same.

54. ICS denies Paragraph 54 as an incomplete and/or inaccurate statement of law.

55. ICS admits that at times it acts as a debt collector as defined by the FDCPA. ICS lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 55; therefore, it denies the same.

56. ICS denies Paragraph 56.

57. ICS denies Paragraph 57.

58. ICS denies Paragraph 58.

59. ICS denies Paragraph 59.

COUNT VII¹

60. ICS incorporates the foregoing paragraphs as though fully set forth herein.

61. ICS denies Paragraph 61 as an incomplete and/or inaccurate statement of law.

62. ICS denies Paragraph 62 as it pertains to ICS. ICS lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 62; therefore, it denies the same.

63. ICS denies Paragraph 63.

64. ICS denies Paragraph 64 as it pertains to ICS. ICS lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 64; therefore, it denies the same.

¹ Plaintiff's Complaint skips Count VI. For consistency, this Answer does the same.

65. ICS denies Paragraph 65 as it pertains to ICS. ICS lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 65; therefore, it denies the same.

66. ICS denies Paragraph 66 as it pertains to ICS. ICS lacks knowledge or information sufficient to form a belief about the truth of the remainder of Paragraph 66; therefore, it denies the same.

67. ICS denies Paragraph 54 as an incomplete and/or inaccurate statement of law. ICS denies Plaintiff is entitled to any such judgment and relief he seeks in his prayer.

AFFIRMATIVE DEFENSES

68. Any violation, if it occurred, was the result of a bona fide error.

69. Plaintiff's damages, if any, were pre-existing damages not caused by Defendant.

70. Plaintiff has failed to mitigate damages, if any.

71. Plaintiff proximately caused her own damages, if any.

72. Plaintiff has not suffered a concrete, injury-in-fact.

73. Plaintiff's damages, if any, are the result of the actions of third parties over whom Defendant has no control.

Considering the above, Defendant I.C. System, Inc. respectfully requests that this Court dismiss all claims against it.

Dated: November 22, 2019

Respectfully submitted,

/s/Jeffrey Friedman

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CERTIFICATE OF SERVICE

I certify that on November 22nd, 2019, I served a copy of the foregoing by ECF on counsel for Plaintiff:

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/s/Jeffrey Friedman

Jeffrey L. Friedman